

ADDENDUM #1 NOTE: CHANGES ON THE SECTIONS 1.0, 2.2.22, 2.4.6, 2.4.15.8, EXHIBIT 4 AND INCLUDES QUESTIONS DULY RECEIVED AND MARICOPA COUNTY RESPONSE (S) TO THOSE QUESTIONS



NOTICE OF SOLICITATION

SERIAL 03253-S

INVITATION FOR BIDS FOR: TRAVELING MEDICAL PERSONNEL (RN/LPN) CHS (NIGP 94864)

Notice is hereby given that sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **FEBRUARY 17, 2004** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 03253-S INVITATION FOR BIDS FOR TRAVELING MEDICAL PERSONNEL (RN/LPN) CHS (NIGP 94864)."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDUM'S TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

**BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER**

INQUIRIES:

**STAN FISHER
SENIOR PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3274**

THERE WILL BE A MANDATORY PRE-BID CONFERENCE HELD ON FEBRUARY 4, 2004, 9:00 A.M., CONFERENCE ROOM 720 (7TH FLR.), AT THE MARICOPA COUNTY CORRECTIONAL HEALTH ADMINISTRATION OFFICES, 111 W. MONROE ST., PHOENIX, AZ 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

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NO RESPONSE

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 03253-S"

Responses must be received **BY 2:00 P.M., FEBRUARY 17, 2004.** Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL **03253-S**

TITLE: **TRAVELING MEDICAL PERSONNEL (RN/LPN) CHS (NIGP 94864)**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO BID:

_____ Insufficient time

_____ Do not handle product/service

_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference.

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

Attachments E, F, and G provide detailed information and forms to be submitted as part of your bid. If no goal has been set the attachments will be not be required to be submitted with your bid.

THESE FORMS MAY BE LOCATED AT <http://www.maricopa.gov/materials>. M/WSBE PARTICIPATION FORMS.

SPECIFICATIONS ON INVITATION FOR BID FOR: **TRAVELING MEDICAL PERSONNEL (RN/LPN)**
CHS (NIGP 94864)

1.0 **INTENT:**

The intent of this Invitation for Bid is to establish contractors of record and a pricing agreement for “traveling” temporary medical personnel for the Correctional Health Services of Maricopa County. Participants should understand that services to be provided will be performed in a correctional facility environment, and that all personnel assigned are subject to the various regulations necessary to provide a safe correctional facility environment. ~~An unrestricted RN or LPN Arizona license is required for all Traveling Medical Personnel/Caregivers.~~ : **“An unrestricted RN or LPN Arizona license is required for all Traveling Medical Personnel/Caregivers, unless that RN or LPN is licensed in and a resident of a State that is considered a Compact State. In this situation the RN or LPN will be issued a license by that state (home state) and will not require an Arizona license to practice (remote state). By virtue of the compact, the licensee is granted the “multistate privilege to practice” in other compact states of which Arizona is a member.”**Maricopa County reserves the right to add additional contractors to the resultant pricing agreement, as is deemed necessary. This is a requirement contract. No services shall be provided without a valid purchase order. **Based upon current staffing levels, it is estimated that CHS will require up to 150 shifts of Licensed Practical Nurses (12 FTEs) and 350 shifts of Registered Nurses (16 FTEs) during a four- (4) week pay period.**

2.0 **TECHNICAL SPECIFICATIONS/POLICIES/CONDITIONS:**

2.1 SERVICE DESCRIPTION/UNIT OF SERVICE

Maricopa County Correctional Health Services uses temporary medical personnel from temporary agencies and/or registries, to supplement County staff when census and acuity is high and adequate staff is unavailable. To enhance continuity of care within Correctional Health Services, the desire of CHS is to use the services of “Traveling Nurses”.

2.2 DEFINITIONS

- 2.2.1 “Agency” means the Maricopa County Correctional Health Services.
- 2.2.2 “Agency/Registry Health Care Provider” means the same as Traveling Medical Personnel or Traveler.
- 2.2.3 “Basic Life Saving” (BLS) is a requirement to work in a CHS facility. BLS is the health care provider’s response to cardiac arrest. Training consists of basic CPR with training on mobile defibrillators (AED). **Certification of training from an “on-line” educator will not be accepted.**
- 2.2.4 “Clean Claim” means one that can be processed without obtaining additional information from the provider of the service or from a third party. It does not include a claim from a provider who is under investigation for fraud or abuse.
- 2.2.5 “Contract” means this document and all attachments hereto.
- 2.2.6 “Contract Administrator” means the person designated by the CHS Director to monitor Contract status and compliance.
- 2.2.7 “Contractor” means the person, firm or organization listed on the Cover Page of this Contract.
- 2.2.8 “Correctional Health Services” (CHS) means a department of Maricopa County that provides health care services to inmates detained in Maricopa County jails and detention facilities.

- 2.2.9 “County” refers to Maricopa County.
- 2.2.10 “Director” refers to the Department Head of Correctional Health Services.
- 2.2.11 “DNR” (Do Not Return) refers to the termination of a Contractor employee for cause. Contractor employees who have been DNR’d will not be eligible for future work assignments or employment in a CHS facility.
- 2.2.12 “Electronic Medical Record/Clinic Management System” (EMR) refers to an automated medical record/clinic management system to be procured by CHS. The software and supporting hardware will automate aspects of the inmate’s medical record and clinic management. **Traveler employees will be required to become proficient in the use of the Electronic Medical Record/Clinic Management System.**
- 2.2.13 “Eligible Clients” means any individual authorized to receive health care services through Correctional Health Services.
- 2.2.14 “Funding Source” means any Federal, State or Private Agency funding source, which may impose conditions on the funding that will be passed onto the Contractor.
- 2.2.15 “Health Certificate” means a written document or series of documents on file with the Contractor and/or Correctional Health Services which acknowledges the following:
- 2.2.15.1 Annual Tuberculosis skin test, or if a skin test reacts, an inoculation must be documented annually
 - 2.2.15.1.1 For non-reactors, an annual TB skin test.
 - 2.2.15.1.2 For reactors, documented statements from a health care provider that they are asymptomatic for TB.
 - 2.2.15.1.3 Tuberculosis testing annually through the skin test may be substituted through the Quantiferon method of testing.
 - 2.2.15.2 BLS update (every two- (2) years).
 - 2.2.15.3 Either reactive Rubella Titre or Rubella Vaccine.
 - 2.2.15.4 Contractor must offer HB Vaccine. Immunity status must be on file. The Contractor must have a signed statement from any staff member who is not immune and refuses the vaccine.
 - 2.2.15.5 Immune status to Rubeola: If born before 1-1-51, a clear diagnosis of disease is sufficient; if born 1-1-51 to 1-1-57, one documented HHR given after 1970 or Rubella Titre is sufficient; if born after 1-1-57, two documented HHR given after 1970 or Rubella Titre is sufficient.
- 2.2.16 “Maricopa Medical Center” means the hospital and surrounding campus located at 2601 East Roosevelt, Phoenix, AZ 85008.
- 2.2.17 “MCSO” means Maricopa County Sheriff’s Office.
- 2.2.18 “Orientation” refers to formal instruction, presented by CHS and MCSO staff, required of all County and Contractor employees. The instruction is designed to familiarize employees with CHS and MCSO policy and procedures. Instruction includes, but is not limited to, personnel issues, sign in and sign out procedures, absences, conduct and security issues while in the MCSO jails and detention facilities, job functions and expectations, and required documentation regarding patient records. Supervised, on-the-job training will also be included, unless the employee is required to work independently.

- 2.2.19 “Proper Identification” means a name badge with a picture, which includes full name, status and name of Contractor. While on duty, the badge must be worn at all times on the upper part of the body. The Contractor provides the identification badge and all costs will be incurred by the Contractor. An additional identification badge, if required, will be provided by the MCSO when the Contractor employee reports to the work site. There is no cost to the Contractor for this badge.
- 2.2.20 “Service Time” means time spent on the assignment. Travel time to and from the assignment is not included.
- 2.2.21 “Temporary medical personnel” refers to all staff that supports and/or provides clinical or health care services on a temporary basis, normally on a daily, as needed basis. Temporary medical personnel are generally affiliated with an Agency contracted with Correctional Health Services to provide staffing. They are not considered employees of CHS.
- 2.2.22 “Traveling medical personnel” refers to all staff that supports and/or provides clinical or health care services on a temporary basis, but for an extended period. Traveling medical personnel are generally affiliated with an Agency contracted with Correctional Health Services to provide staffing. ~~The Agency will not recruit from within the State of Arizona.~~ Traveling medical personnel are not considered employees of CHS.

2.3 COUNTY/AGENCY RESPONSIBILITIES

- 2.3.1 CHS will identify all known traveling medical personnel needs by shift and facility and facilities. **Both CHS and Contractor will agree upon the term of each assignment.** CHS will publish the list of requirements and send to the Contractors of Record. CHS will fill shifts based on the award letter given the Contractor; and the date/time Contractor’s staff availability is received at CHS.
- 2.3.2 CHS will provide the Contractor the following information, per assignment
- 2.3.2.1 Type of staff needed.
- 2.3.2.2 Requested dates of assignment, to include respective shift(s).
- 2.3.2.3 Location of assignment will not be provided. Traveling Medical Personnel (Travelers) will be required to work locations/facilities as specified by CHS, based on operational needs. (See Exhibit 1).
- 2.3.2.4 The intent of CHS is to staff Travelers at the same facility and shift for the duration of their work period. Follow-on assignments will, where possible, be at the same facility and shift to minimize training and enhance continuity of care. Final staffing decisions will be based on operational needs. Travelers will be considered available for all CHS’ facilities and shifts unless special skills are mandated. Travelers may be requested to adjust shifts and location per CHS needs.
- 2.3.2.5 **Staffing requirements will be provided to Traveler Contractors on a monthly basis.**
- 2.3.2.6 CHS Staffing will confirm all staffing assignments within five (5) working days of receipt of availability rosters.
- 2.3.2.6.1 Traveler employees will be confirmed for eight (8), ten (10) or any combination of eight (8), ten (10) or twelve (12) hour shifts.
- 2.3.2.6.2 Dates of assignment.

- 2.3.2.6.3 CHS will provide to each Traveler employee the shift(s) and facility (ies) they will be working at during the duration of their assignment. Travelers may be asked to vary from their initial shift/facility based on CHS needs.
- 2.3.2.6.4 CHS will provide Traveler employee a minimum of eighty (80)-scheduled hours per each two-week payroll period.
- 2.3.2.6.5 For Travel employees confirmed for twelve (12) hour shifts, CHS will provide the Traveler employee a minimum of seventy-two (72)-scheduled hours per each two-week payroll period.
- 2.3.2.6.6 The calculation of the guaranteed minimum work week includes regular hours, but does not include any “on-call” time worked by the Traveler employee.
- 2.3.3 CHS is under no obligation, except as defined above (in accordance with contract provisions), to utilize one particular contractor over another. Rates, continuity of care and individual staff performance will be considered in Contractor scheduling/utilization. CHS makes no representations, nor guarantees the Contractor any maximum or minimum volume, payment, reimbursement, member assignment or number of units of service to be provided.
- 2.3.4 CHS may continue to recruit for vacant positions. If a vacancy is filled that is currently occupied by a Traveler employee, CHS will attempt to reassign the individual to another CHS facility/shift. If no vacancies exist, or the Traveler employee refuses relocation/shift change, CHS is authorized to release the Traveler employee without financial penalty.
- 2.3.5 Will provide to the Contractor a copy of specific, non-restricted policies and procedures to govern Contractor’s employees while in jail facilities and clinics.
- 2.3.6 Entrance into negative airflow rooms requires CHS to be responsible for providing and fit testing Travelers with N95 particulate respirators. Respirators however will be retained as property of CHS and will not leave the respective clinic area.
- 2.3.7 MCSO retains the responsibility for the security and safety of all inmates and staff. If for some reason the MCSO feels that a particular Contract employee is not complying with safety and security policies, they have the right to refuse that employee from working in the jail facilities or be terminated from assignment.
- 2.3.8 CHS retains responsibility for the quality of care provided. If for any reason CHS feels that a particular Contract employee is not able to provide the quality of services necessary, they have the right to refuse that employee from working in the jail facilities or be terminated from assignment.
- 2.3.9 CHS retains responsibility for the delivery of health care provided. If for any reason CHS feels that a particular Traveler employee is not able to provide the quality of services necessary, they have the right to refuse that employee from working in the jail facilities or be terminated from assignment. The Contractor will absorb, if the Traveler employee is terminated, the charges for the hours worked, on that respective shift. CHS will be released from any further financial commitment to the Contractor if the Traveler employee is terminated due to impairment.
- 2.3.10 Traveler employees showing signs of impairment will be questioned about their behavior. If the supervisor(s) feel the employee is not able to safely perform their duties, the employee will be released from duty and the Contractor will be notified. If impairment is validated, CHS has the right to terminate the staffing commitment for that respective Traveler employee and submit a formal report to the Arizona State Board of Nursing. If

the Traveler employee is terminated, the Contractor will assume responsibility for the employee when released from duty. The charges for the hours worked, on that respective shift, will be absorbed by the Contractor. CHS will be released from any further financial commitment to the Contractor if the Traveler employee is terminated due to impairment.

2.3.11 Disputes:

2.3.11.1 Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Dispute Process as specified in Maricopa County Procurement Code section MC1-905 and MC1-906, as amended. The provisions of this dispute process can be found on www.maricopa.gov/materials/p-code/HTML_code/Code-o1.htm.

2.3.11.2 Disputes involving adjusted invoices should be addressed directly to CHS' Finance Manager, in writing, and with supporting documentation provided. In event differences can not be resolved between the Contractor and CHS, then resolution must be accomplished in accordance with the Maricopa County Procurement Code, section MC1-905 and MC1-906.

2.3.12 CHS retains final approval of all Traveler employee candidates, in accordance with contract provisions.

2.4 CONTRACTOR RESPONSIBILITIES

2.4.1 Determine the availability of Travelers. Contractor is responsible for stating the desired staffing period. Both CHS and Contractor will agree to the term of each assignment.

2.4.2 Assure that staff provided is qualified and will meet the job classification, education, experience and performance requirements. (See Exhibit 5)

2.4.3 Assure that staff provided has completed a physical examination and states that the individual is free of communicable diseases and able to perform the essential functions of the job within the scope of practice of the Arizona Board of Nursing, with or without reasonable accommodation. The physical examination is at the Contractor's expense. The physical examination must have been completed upon initial hire by the Contractor and will have been completed within 12 months prior to the start of being staffed at CHS facilities.

2.4.4 Assure that staff provided has a complete Profile Verification Sheet (Exhibit 4).

2.4.5 Responsible to assure employee maintains current and valid licensing, certification, immunization, screening and education.

2.4.6 Required having a random drug-screening program in place. A copy of their drug-screening program will be provided to CHS. ~~Contractor will have completed a random drug screen of each employee, selected to be staffed in a CHS facility, within three (3) months of assignment.~~ **“Contractor will have completed a 11 or 12-panel drug screen of each employee, selected to be staffed in a CHS facility, within three (3) months of assignment.”**

See Exhibit 4 for additional clarification and requirements.

2.4.7 A Participating Institution, e.g. Correctional Health Services, may, in its discretion, perform, or request that the Agency perform, a “for cause” drug screen on any Agency/Registry Healthcare Caregiver who appears impaired. All drug screens shall be performed at a facility selected by Correctional Health Services at CHS' expense. (See Exhibit 4)

2.4.8 Complies with exposure control and OSHA standards. Must be in compliance with OSHA regulations regarding Blood Borne Pathogens.

- 2.4.9 When notified by a CHS representative that a Contractor's employee has been determined not to be able to perform assigned duties in a safe manner, the Contractor will assume responsibility for the employee when released from duty. The charges for the hours worked will be absorbed by Contractor agency.
- 2.4.10 If a Contractor's employee is injured at work, or has a significant bodily fluid exposure, the Health Care Administrator or Lead Nurse (in the absence of a Health Care Administrator) is to be notified. The Contractor's employee should notify their Contractor. The Contractor is responsible for processing and handling injury claims for their staff.
- 2.4.11 Traveler's employees will be responsible for notifying CHS Staffing in event of a call-off. Policies and procedures as pertain to CHS' core staff apply. Traveler's employees will be responsible for notifying their Agency in event of a call-off. Reliable staffing patterns will be considered in utilizing and retaining Contract Agencies.
- 2.4.12 Comply with CHS and MCSO policy, procedures and security regulations.
- 2.4.13 Fully cooperate with other CHS Contractors, Subcontractors and their employees in the performance of work. The Contractor or their employees shall not commit or permit any act, which will interfere with the performance of work by any other contractor, with the exception of that necessary to protect employees or patients from danger.
- 2.4.14 Provide a CPR macro shield mouthpiece to all their staff requiring current BLS accreditation.
- 2.4.15 For every new placement with CHS, the Contractor agrees to provide the following documentation:
 - 2.4.15.1 Information as required by the Arizona Hospital and Healthcare Association Service Corporation. (Exhibit 4)
 - 2.4.15.2 A copy of a current, unrestricted Arizona professional license.
 - 2.4.15.3 Years of job-related experience. A minimum of two- (2) year's experience as a licensed medical caregiver, e.g. RN, LPN, is required.
 - 2.4.15.4 A copy of a current Basic Life Saving (BLS) card.
 - 2.4.15.5 **Documentation verifying annual PPD/Quaintiferon testing/results and that the Contractor employee has completed fit testing for Hepamasks. PPD/Quaintiferon testing will remain current for the duration of the work assignment.**
 - 2.4.15.6 **Documentation verifying attendance at fire, safety, infection control and hazardous waste classes. Training will remain current for the duration of the work assignment. Additional training will be provided through CHS' Orientation Program, which the Traveler is required to attend. Travelers who have completed a work assignment in a CHS facility within the past 12 months will not be required to attend the Orientation Program unless deemed necessary by CHS.**
 - 2.4.15.7 Documentation of annual OSHA training. Additional training may be provided through CHS' Orientation Program, which the Traveler is required to attend. Travelers who have completed a work assignment in a CHS facility within the past 12 months will not be required to attend the Orientation Program unless deemed necessary by CHS.

- 2.4.15.8 ~~Documentation of random drug test screening completed within three (3) months of the start of the work assignment.~~ **“Documentation of a 11 or 12-panel drug test screening completed within three (3) months of the start of the work assignment.”**
- 2.4.15.9 Documentation of a completed criminal record background check in accordance with the guidelines referenced in Exhibit 4 .
- 2.4.15.10 **Complete resume, including work history and a minimum of two references.**
- 2.4.15.11 **Annual evaluation(s) pertaining to job performance, including relevant competency testing.**
- 2.4.16 **Contractor is responsible for all recruitment costs, employee benefits, housing and travel/relocation costs.**
- 2.4.17 **CHS will not be charged any fees by the Contractor until the position(s) is/are filled and the Traveler Employee is working within a CHS facility. Fees charged will be the accepted bid rate.**

2.5 CONTRACTOR STAFFING CLASSIFICATION AND REQUIREMENTS

2.5.1 General Requirements

- 2.5.1.1 All Contractor employees will provide health care services within the scope of practice of the Arizona State Board of Nursing, maintaining applicable guidelines for care, statutes, standards and regulations set forth by State laws, licensing and certifying organizations.
- 2.5.1.2 Act as client advocate to preserve their autonomy, confidentiality and dignity.
- 2.5.1.3 Apply a systematic, organized approach to completion of assignments and assist others to do the same.
- 2.5.1.4 Complete documentation on appropriate forms per CHS and MCSO policy and procedures.
- 2.5.1.5 If injured while in a CHS facility, a Contract employee will notify their Health Care Administrator or Lead Nurse and respective Contract employer.
- 2.5.1.6 Contract employees who have not worked in a CHS facility previously or within the last 12 months shall attend CHS' Orientation course. CHS will pay Contractor at the respective bid rate while Contractor Employee is attending Orientation. In event Contractor's employee does not complete Orientation, Contractor will absorb employee costs. Furthermore, there will be no expense to CHS if Traveler Employees do not complete Orientation *and work a minimum of one (1) shift in a CHS facility, following completion of Orientation*
- 2.5.1.7 Any Contractor employee, who has been employed as a CHS staff member (core or pool), within the past 12 months, may not be assigned to a CHS facility. Waivers to this clause may be requested in writing, subject to the approval of the CHS Director.
- 2.5.1.8 Any Contractor employee who has been terminated (Do Not Return – “DNR”) from CHS will not be eligible for future work assignments with any Contractor providing employees under this Contract or as a CHS employee.

- 2.5.1.9 CHS reserves the right to hire Contractor's employees on a permanent full-time basis, at no additional charge, following the completion of 26 cumulative weeks or the confirmed travel assignment or extension (whichever is greater).
- 2.5.1.10 The picture identification required by the Contractor must be worn while in the CHS facility.
- 2.5.1.11 Present, upon request, a copy of their Arizona professional license and current BLS card.
- 2.5.1.12 Comply with the CHS dress code while working per assignment in a CHS facility. (See Exhibit 2)
- 2.5.2 Specific Requirements: (The requirements and duties listed are meant to describe the general scope of practice and are not meant to be all-inclusive. Contract employees are expected to perform the full scope of duties specified by law.)
 - 2.5.2.1 **Licensed Practical Nurse:** Administers medications, injections, patient care treatments and completes and/or assists with procedures, including resuscitation, first aid and basic life support. Will document assessments and evaluations and obtain lab specimens through venipuncture. Contribute to teamwork. Will perform all duties within the scope of practice of the Arizona Board of Nursing. (See Exhibit 5)
 - 2.5.2.2 **Registered Nurse (Medical):** Perform client assessments, implement plan of care, initiate interventions, evaluate intervention outcome and report change of client condition to appropriate person(s). Administer medications and injections and complete and/or assist with procedures, including resuscitation, first aid and basic life support. Must be IV therapy competent. Obtain lab specimens through venipunctures. Document assessments and evaluations. Contribute to teamwork. Will perform all duties within the scope of practice of the Arizona Board of Nursing. (See Exhibit 5)
 - 2.5.2.3 **Registered Nurse (Psychiatric):** Perform client assessments, implement plan of care, initiate interventions, evaluate intervention outcome and report change of client condition to appropriate person(s). Administer medications and injections and complete and/or assist with procedures, including resuscitation, first aid and basic life support. Must be IV therapy competent. Will obtain lab specimens through venipuncture. Document assessments and evaluations. Contribute to teamwork. Will perform all duties within the scope of practice of the Arizona Board of Nursing. (See Exhibit 5)

2.6 POLICY GUIDELINES

- 2.6.1 Maricopa County Correctional Health Services will only compensate in accordance with the terms specified in this Contract and at the specified contract rate.
- 2.6.2 CHS reserves the right to deny payment for any incomplete timesheets.
- 2.6.3 Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, Social Security taxes and other mandatory governmental deductions or obligations. Contractor shall indemnify and hold CHS harmless for any and all liability that CHS may incur because of Contractor's failure to pay such taxes or obligations.
- 2.6.4 Scheduled overtime must have prior approval by the Health Care Administrator or Lead Nurse (in the absence of the Health Care Administrator). Overtime will be paid at a rate of one and one half (1 ½) times the regular contracted rate and will be calculated on hours in excess of 40 hours in a CHS facility, per work week, from shifts beginning at 11:00 p.m. Saturday through 10:59 p.m. Saturday.

- 2.6.5 Additional time worked beyond the scheduled shift assignment must have prior approval by the Health Care Administrator or Lead Nurse (in the absence of a Health Care Administrator).
- 2.6.6 CHS does not pay for Contractor's staff who do not take a ½ hour lunch or break in a shift of six hours or more, unless approved by the Health Care Administrator or Lead Nurse (in the absence of the Health Care Administrator) in accordance with the Fair Labor Standard Laws.
- 2.6.7 Sign in/sign out policy:
 - 2.6.7.1 All Contractors' employees must sign in at time of arrival and sign out at time of departure using the Electronic Sign-In/Sign-Out process.
 - 2.6.7.2 If the Contractor's employee signs in seven minutes after the start of their shift, they will be docked ¼ hour wages. If the Contractor's employee signs out seven minutes before the end of their shift, they will be docked ¼ hour wages.
 - 2.6.7.3 If the Contractor's employee "abandons" their assignment without approval of CHS' Health Care Administrator or Lead Nurse (in the absence of the Health Care Administrator) the Contractor will not be paid for duty hours worked.
 - 2.6.7.4 Contractor employees who are released from duty due to scheduling changes must still sign in and sign out using the Electronic Sign-In/Sign-Out process.
 - 2.6.7.5 Invoices shall be automatically adjusted to be in agreement with the Electronic Sign-In/Sign-Out process due to reverse invoicing Exhibit 3). **Before transferring to another CHS facility or leaving at the end of the assigned shift, it is essential that Traveler employees electronically sign-out at that facility and, if applicable, sign-in/sign-out at the new facility. Failure to do so will result in discrepancies in the reverse invoice payment process.**
- 2.6.8 Contractor employees whom have never worked in a jail facility or clinic will be required to complete the five- (5) day orientation period. If the Contractor employee has worked anytime for CHS within the last 12 months, no additional orientation is required, unless deemed necessary by CHS.
- 2.6.9 Holiday pay will be allowed for those working on the following holidays: Christmas (December 25), New Years Day (January 1), Memorial Day, Independence Day (July 4), Labor Day and Thanksgiving. Holiday rates will be paid at one and one half (1 ½) times the regular contract rate from 11:00 p.m. the day prior to the holiday through 11:00 p.m. of the actual holiday.

2.7 PROCEDURES

- 2.7.1 Contractor employees working at CHS facilities will sign-in and sign-out on the computer located at each facility.
- 2.7.2 CHS does not pay for "late calls". Traveler employees will be given the opportunity to work a complete shift if operationally necessary. Overtime will be paid if the employee is in an overtime status.
- 2.7.3 On a weekly basis, an invoice will be generated for each Contractor with a listing of the times/hours worked for each Contractor employee. This invoice is verified by each Contractor; returned to CHS; and CHS turns the invoice for payment.
- 2.7.4 Correctional Health Services will only use electronic invoicing in order to make the payment process more efficient. **Contractor participation is a requirement of this solicitation/contract.**

- 2.7.5 An error in the invoice may cause the entire billing to be returned to the Contractor for correction, which would delay the processing for payment.
- 2.7.6 Exhibit 3 lists a sample invoice.
- 2.7.7 Subject to the availability of funds, CHS will, within 30 working days from the date of **receipt of a clean claim**, process and send to Finance an invoice for payment. The CHS Finance Administrator or designee may adjust the invoice for items disallowed in accordance with the terms of this Contract and will submit the claim for payment at the adjusted rate. If the Contractor protests the disallowance, the Contractor must provide, in writing, notice to the CHS Finance Administrator or designated representative of the disputed claim and provide documentation to support it.
- 2.7.8 The Contractor understands and agrees that CHS will not honor any claim for payment that is submitted six (6) months after the date of service.
- 2.7.9 All invoices must be submitted to the CHS Finance Administrator or designee no later than sixty (60) days after the expiration date of the current contract.

2.8 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.9 **TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.10 **SERVICE:**

It shall be the Contractor's responsibility to meet the County's service requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to adequately provide services and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 **ESCALATION:**

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the

commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications.

3.4.2 Price.

3.4.3 Determination of responsibility.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.6.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form

CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.6.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.6.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.6.4 Certificates of Insurance.

3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.6.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Tom Timmons
Contract Administrator, Correctional Health Services
602-506-5579

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE HELD ON FEBRUARY 4, 2004, 9:00 A.M., CONFERENCE ROOM 720 (7TH FLR.), AT THE MARICOPA COUNTY CORRECTIONAL HEALTH ADMINISTRATION OFFICES, 111 W. MONROE ST., PHOENIX, AZ 85003

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide two (2) copies; (1) original "hard copy" (labeled) and one (1) "copy" (labeled). Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.

ATTACHMENT A

PRICING

SERIAL 03253-S

PRICING SHEET P080502 P080503 B0700099 (NIGP 94864)

BIDDER NAME:

F.I.D./VENDOR #:

BIDDER ADDRESS:

P.O. ADDRESS:

BIDDER PHONE #:

BIDDER FAX #:

COMPANY WEB SITE:

COMPANY CONTACT (REP):

E-MAIL ADDRESS (REP):

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ____ YES ____ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP
WHEN PAYING WITH A PROCUREMENT CARD? ____ YES ____ NO

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: *BIDDER IS REQUIRED TO SELECT ONE OF THE FOLLOWING.*

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO SELECT A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10

NET 15

NET 20

NET 30

NET 45

NET 60

NET 90

2% 10 DAYS NET 30

1% 10 DAYS NET 30

2% 30 DAYS NET 31

1% 30 DAYS NET 31

5% 30 DAYS NET 31

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____ %

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

____ NEWSPAPER ADVERTISEMENT

____ MARICOPA COUNTY WEB SITE

____ PRE-SOLICITATION NOTICE

____ OTHER (PLEASE SPECIFY)

1.0 PRICING:

ITEM DESCRIPTION

HOURLY RATE

1.1 LICENSED PRACTICAL NURSE

\$

1.2 REGISTERED NURSE (MEDICAL)

\$

1.3 REGISTERED NURSE (PSYCHIATRIC)

\$

ATTACHMENT B

AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Minority Business Enterprise (MBE)
☐ Small Business Enterprise (SBE)

FIRM SUBMITTING BID

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: _____

DOING BUSINESS AS (IF APPLICABLE): _____

FEDERAL TAX ID NUMBER: _____ MARICOPA COUNTY VENDOR NUMBER: _____

OWNERSHIP STATUS: INDIVIDUAL/ SOLE PROPRIETOR: _____ CORPORATION: _____ PARTNERSHIP: _____ OTHER: _____

CORPORATE ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

WEB SITE ADDRESS: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8707 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

PRINTED OR TYPED NAME

TITLE

SIGNATURE

DATE

ATTACHMENT D (CONTINUED NEXT PAGE)



Form W-9.doc

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
	+							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



EXHIBIT 1 – WORK SITE LOCATIONS

Current locations of clinics and inpatient facility profiles in which services will be performed are listed below. CHS reserves the right to modify, add or delete facilities as necessary.

Durango Clinic

3225 West Gibson Lane, Phoenix 85009

Hours of Operation:

Population Served:

Average Daily Population:

Services Available On-Site:

24 hours per day

Males housed at Durango Jail.

1,800

Nursing assessment and triage; emergency intervention. Sick call M-F, 7:00 a.m.-3:30 p.m. Medication administration 7 days per week – first and second shift only. Counseling and psychiatric services M-F day shift.

Durango Juvenile Clinic

3125 West Durango, Phoenix 85009

Hours of Operation:

Population Served:

Average Daily Population:

Services Available On-Site:

M-F, 6:00 a.m.-11:30 p.m.; S-S, 7:00 a.m.-11:30 p.m.

Males and females juveniles housed at the Durango Juvenile Detention Center.

200

Nursing assessment and triage; emergency intervention. Sick call hours of operation as needed. Medical provider examinations and sick call 8 hours per week. Psychiatric evaluation 8 hours every other week.

Durango Psychiatric Unit

3225 West Gibson Lane, Phoenix 85009

Hours of Operation:

Population Served:

Unit Capacity:

Average Daily Population:

Services Available On-Site:

24 hours

Males and females housed in D-2 unit.

60 bed

55

Licensed as a 92-bed behavioral health unit. Provide individual and group counseling, medication monitoring, behavioral modification, psychological rehabilitation, general hygiene and restrictive behavior management.

Estrella Clinic

2939 West Durango, Phoenix 85009

Hours of Operation:

Population Served:

Average Daily Population:

Services Available On-Site:

24 hours

Males and females at Estrella Jail and in tents.

1,000

Nursing assessment and triage; emergency intervention. Sick call M-F, 7:00 a.m.-3:30

Exhibit 1 – Work Site Locations (Continued)

Estrella Dental Clinic
2939 West Durango, Phoenix 85009

Hours of Operation:

Population Served:

Total Population:

Services Available On-Site:

p.m. Medication administration 7 days per week – first and second shifts only.

Counseling and psychiatric services M-F, day shift. On-site dental clinic. OB comp clinic once a week; U/S clinic two (2) times per month.

M-F, 7:00 a.m. -5:00 p.m.

Dental Services serve inmates housed at Estrella.

1,800

General dentistry

Estrella Support Clinic
2939 West Durango, Phoenix 85009

Hours of Operation:

Population Served:

Average Daily Population:

Services Available On-Site:

16 hours

Males and females at Estrella Jail and in tents.

800

Nursing assessment and triage; emergency intervention. Sick call M-F, 10:00 a.m.-7:30 p.m. Medication administration 7 days per week – first and second shifts only. Counseling and psychiatric services M-F, day shift.

First Avenue Clinic
102 West Madison, Phoenix 85003

Hours of Operation:

Population Served:

Average Daily Population:

Services Available On-Site:

24 hours (currently closed)

Males, females and juveniles remanded as adults and housed in First Avenue Jail.

440 (if operational)

Nursing assessment and triage; emergency intervention. Sick call M-F, 7:00 a.m.-3:30 p.m. Medication administration 7 days per week – first and second shift only. Counseling and psychiatric services M-F, day shift.

Madison Ancillary Services
(Includes Medical Records, Radiology, Laboratory)
225 West Madison, Phoenix 85003

Hours of Operation:

Population Served:

Total Population:

Services Available On-Site:

M-F, 7:00 a.m. -5:00 p.m.

Ancillary Services serve inmates housed at all facilities.

8,390

General radiology and laboratory procedures required to support medical services.

Exhibit 1 – Work Site Locations (Continued)

Madison Clinic
225 West Madison, Phoenix 85003

Hours of Operation:
Population Served:
Average Daily Population:
Services Available On-Site:

Maintenance of medical records and associated documentation.

24 hours
Males housed in Madison Jail.
1,500
Nursing assessment and triage; emergency intervention. Sick call M-F, 7:00 a.m.-3:30 p.m. Medication administration 7 days per week – first and second shifts only. Counseling and psychiatric services M-F, day shift.

Madison Dental Clinic
225 West Madison, Phoenix 85003

Hours of Operation:
Population Served:

Total Population:
Services Available On-Site:

M-F, 7:00 a.m. -5:00 p.m.
Dental services serve inmates housed at all facilities except Estrella.
6,500
General dentistry

Madison Infirmary
225 West Madison, Phoenix 85003

Hours of Operation:
Population Served:
Unit Capacity:
Average Daily Population:
Services Available On-Site:

24 hours
Males and females, adult and juvenile.
23 beds
20
24 hour RN care. Physician visits daily to monitor medical. Psychiatric and counseling services available as needed. Negative pressure room available for respiratory isolation.

Madison Intake and Assessment
225 West Madison, Phoenix 85003

Hours of Operation:
Population Served:

Average Daily Population:
Services Available On-Site:

24 hours
Males and females brought to Madison Jail for booking.
200-400 bookings daily.
RN available to provide pre-intake assessments and referrals. MCSO officers screen all inmates and refer problems to nurse for assessment, triage or treatment as needed. Counseling services available M-F, 7:00 a.m.-8:00 p.m. and S-S, 7:00 a.m.-3:00 p.m. Psychiatric and medical provider available as needed M-F, 7:00 a.m.-3:00 p.m.

Exhibit 1 – Work Site Locations (Continued)

Madison Psychiatric Unit
225 West Madison, Phoenix 85003

Hours of Operation:

Population Served:

Unit Capacity:

Average Daily Population:

Services Available On-Site:

24 hours

Males housed in Madison 6-3 requiring inpatient services.

60 beds

50

Licensed as behavioral health unit. Nursing assessment and triage; emergency intervention. Sick call M-F, 7:00 a.m. - 3:30 p.m. Medication administration 7 days per week – first and second shift only. Counseling and psychiatric services M-F, day shift.

*Pharmacy

401 West Jefferson, Phoenix 85203

Hours of Operation:

Population Served:

Average Daily Population:

Services Available On-Site:

M-F, 7:00 a.m. -5:00 p.m.

Pharmacy services for inmates housed in all facilities.

8,390

All pharmacy functions necessary to support medical services.

SE Mesa Juvenile Clinic
1810 South Lewis, Mesa 85210

Hours of Operation:

Population Served:

Average Daily Population:

Services Available On-Site:

M-F, 6:00 a.m. -11:30 p.m.

Male and female juveniles housed at Mesa Juvenile Detention Center.

170

Nursing assessment and triage; emergency intervention. Sick call during hours of clinic operations as needed. Medical provider examinations and sick call 8 hours per week. Psychiatric evaluation 8 hours every other week.

Towers Clinic
3127 West Durango, Phoenix 85009

Hours of Operation:

Population Served:

Average Daily Population:

Services Available On-Site:

24 hours

Males housed at Towers Jail.

870

Nursing assessment and triage; emergency intervention. Sick call M-F, 7:00 a.m.-3:00 p.m. Medication administration 7 days per week – first and second shift only. Counseling and psychiatric services M-F, day shift.

Known expansion of services will include the addition of approximately 3,500 beds (inmates) to include 60

Exhibit 1 – Work Site Locations (Continued)

infirmar y beds and 268 psychiatric beds to be housed in new facilities scheduled for completion in 2003. Treatment of patients will range from chronic problems to acute problems to acute management problems.

Lower Buckeye Jail
3250 Lower Buckeye Road
Phoenix, AZ 85009

Overview:

1,808 beds; (268 bed psychiatric unit; clinic; 60-bed infirmar y; 504 beds -

remanded juvenile; 576 bed – adult maximum; 400 bed – adult minimum security).

4th Avenue Jail
201 S. 4th Avenue
Phoenix, AZ 85003

Overview:

1,360 beds; (Central Intake/Release; maximum security).

Pharmacy Services

Primary facility will be located in Lower Buckeye Jail. Existing facility at 401 W. Jefferson will be dismantled. Space is available at the 4th Avenue Jail to establish a “secondary” pharmacy if necessary.

EXHIBIT 2 – DRESS CODE

Policy #: APP300-001

I. Purpose:

To establish standards for approved attire while on duty in the jails and administrative offices.

II. Policy:

It is the policy of CHS that all employees dress in attire that is professional and complies with the safety requirements of MCSO and OSHA.

III. Procedure:

A. CHS will adhere to the County dress code in its entirety.

B. CHS employees will also adhere to the following:

- (1) All CHS employees shall wear CHS ID badges at all times while on MCSO property to differentiate employees from other personnel and/or inmates.
- (2) In every case, safety, security and infection control regulations take precedence when determining employee dress and appearance.

C. The following guidelines for clothing selection should be considered.

- (1) Clothing should be clean, professional and properly fitted.
- (2) Dangling jewelry will not be worn in the jails. Any piercing that is visible must be removed before entering the jail. Employees entering the jails with pierced ears may wear one (1) small, studded earring in each ear, on the lobe.
- (3) Footwear will be clean, in good repair, suitable for the position, and meet the safety needs of the work environment. Open toe shoes are not permitted in the jails.
- (4) Hosiery must be worn at all times regardless of the footwear.
- (5) All pants/slacks should be in good repair and unrevealing. Cutoffs, sweatpants, shorts, workout wear and athletic wear are not appropriate.
- (6) Clothes made of spandex or lycra are not acceptable.
- (7) Hats or caps are not permitted inside unless for religious, medical or safety purposes.
- (8) Shoulders and midriffs must be covered. Thin “spaghetti” straps, sleeveless shirts and tank tops are not permitted unless covered by a jacket. Camisoles must be worn under sheer fabric.
- (9) T-shirts or sweatshirts bearing slogans, sayings, cartoons or other graphics are not approved for the workplace, unless part of an administratively approved organizational event.

Exhibit 2 : Dress Code (Continued)

- D. The following guidelines for grooming and hygiene should be considered.
 - (1) Nails should be clean and of a length that will not interfere with work duties.
 - (2) Hair, including facial hair, must be clean and styled so that it does not interfere with work duties or safety.
 - (3) Make-up and fragrances must be used sparingly. Fragrances cannot be worn in concentrations which compromise patient care or patient/staff comfort.
 - (4) Employees are expected to observe good habits of grooming and personal hygiene at all times.
- E. If an employee is found in non-compliance, the supervisor will initiate corrective action including, but not limited to, sending the employee home on his/her own time to return to work dressed appropriately. The supervisor shall begin progressive disciplinary action, in accordance with the merit rules, for continued violations.

EXHIBIT 3 – SAMPLE ELECTRONIC INVOICE

REGISTRY NAME :
 DATE OF INVOICE :
 INVOICE NO. : _____
 SIGNATURE OF ACCEPTANCE:

BILLED TO: CORRECTIONAL HEALTH SERVICES
 111 W. MONROE, SUITE 900
 PHOENIX, AZ 85003

WEEK OF :

Date Of Service	Names	Title	Org .	Time In	Time Out	Reg Hours	OT Hours	Rate	Amount

Total Amount Billed

 \$ _____

Note: Please provide Invoice Number, sign your acceptance, and return by fax to Annette at (602) 506-2577.

EXHIBIT 4 – PROFILE VERIFICATION SHEET

**The Registry Program- REGISTERED NURSE/LICENSED PRACTICAL NURSE
Profile Verification Sheet
ALL BLANKS MUST BE COMPLETE**

(1) Name _____ (2) State/License Number/Expiration Date _____
On file at Agency _____
(3) Address _____ (2a) Date of License Verification _____
On file at Agency _____
(3a) Emergency Contact Name/Next of Kin and Phone Number _____
(4) RN Classification (ICU, M/S, TELE) _____
(5) BLS Certification/Expiration Date _____
(5a) Advanced Certification/Expiration Date _____
(6) Nursing Degree/ Institution /Date Obtained _____
(7) Nursing Education and Work History Verified? ____ Yes ____ No
(8) Most recent employer where worked for at least one year/Date of Employment _____

Healthcare Personal Information:

Date Completed:

(9) Satisfactory TB (annual) _____ (13) Hepatitis B Declination Form _____
(9a) TB Screening Questionnaire _____ (14) Varicella: Titre or History (circle one) _____
(9b) Chest X-Ray _____ (15) Drug Screen (11 or 12-panel) _____
(10) Physical Exam _____ (16) Criminal Background Check _____
(11) Rubella Titre or Immunization _____ (16a) Fingerprinting (date submitted) _____
(11a) Rubeola Titre or Immunization _____ (16b) Fingerprinting (date results received) _____
(11b) MMR Immunization _____ (16c) OIG/Medicare Fraud Search: _____
(12) OSHA TB Fit Test Mask: _____

Status of In-services and Continuing Education:

(17) Annual In-services	Date Completed	(17a) Continuing Education (specify)	Date Completed
Fire/Electrical Safety	_____	_____	_____
Universal Precautions	_____	_____	_____
OSHA Hazardous Waste	_____	_____	_____
Standards for preventing TB	_____	_____	_____
Age Specific Competence	_____	_____	_____
Violence in H/C Facilities	_____	_____	_____

(18) Testing (applicable to RN classification):

Date Completed/Score:

Medication Test _____	Other: _____
Med/Surg Test _____	Other: _____
Critical Care _____	Other: _____

(19) Population Served (check all applicable):

____ Neonatal ____ Infant/Children (0-11) ____ Adolescent (12-18) ____ Adult ____ Geriatric

*** An updated Profile Verification Sheet must be provided to a Participating Institution prior to assignment.
Application on file at Agency.**

(20) Agency Name

(20a) Agency Representative Signature and Date

Exhibit 4 : Profile Verification Sheet (Continued)

Profile Verification Sheet Guide

1. Name: self-explanatory.
2. State/License Number/Expiration Date: provide the state abbreviation/license number/expiration date.
 - 2a. Date of license verification: must document license verification upon initial hire and annually. This is the only way you can find out if the Board has fingerprinted the nurse. It is the last statement made on the IVR , automated phone system.
3. Address: this information does not need to be documented on the Profile Sheet because the information **will be retained on file at the Agency/Registry**.
 - 3a. Emergency Contact Name/Next of Kin and Phone Number: this information does not need to be documented on the Profile Sheet because the information **will be retained on file at the Agency/Registry**.
4. RN Classification (ICU, M/S): self-explanatory.
5. BLS Certification/Expiration Date: self-explanatory.
 - 5a. Advanced Certification/Expiration: self-explanatory.
6. Nursing Degree/Institution/Date Obtained: self-explanatory; must document date obtained because contract requires two- (2) years experience.
7. Nursing Education and Work History Verified: once the license is verified you have indirectly verified nursing education because the Board has that responsibility during the license application process. Three (3) years (from the date of hire) of work history must be verified with the previous employer(s) and documented.
8. Most recent employer where worked for at least one (1) year/Date of Employment: self-explanatory, however, should be a hospital or clinic setting.
9. Satisfactory TB (annual): self-explanatory.
 - 9a. TB Screening Questionnaire: to be completed annually upon positive TB and chest x-ray.
 - 9b. Chest X-ray: to be completed upon initial positive TB and then only after a “yes” is answered on the annual TB Screening Questionnaire. (See Exhibit 4)
10. Physical Examination: to be completed upon initial hire by the Agency/Registry. Must state that the individual is free of communicable diseases and able to perform the essential functions of the job with or without reasonable accommodation.
11. Rubella (Titre or Immunization) must have one or the other **and** Rubeola (Titre or Immunization) must have one or the other **or** just an MMR Immunization (documented proof). **“Aged-out” status is not acceptable.**
12. OSHA TB Fit Test Mask Type: indicate if known or unknown.
13. Hepatitis B Declination Form: even if the individual shows proof of having the HepB vaccination, the Agency/Registry still needs to show proof that one was offered (the Declination Form).

Exhibit 4: Profile Verification Sheet (Continued)

14. Varicella - Titre or History (circle one): just need to indicate one or the other with a date. A titre is only required if the individual is working in a high-risk area and does not know if they've had chicken pox.
15. Drug Screen (1 or 12-panel) – Circle One): An 11-panel drug screen shall include testing for: barbiturates, cocaine, opiates (heroin, codeine), propoxyphene, amphetamines, benzodiazepines (Valium, Librium) methodone, phencyclidine (PCP), cannabinoids (THC), Demerol and percodan. A Participating Institution, e.g. Correctional Health Services, may, in its discretion, perform, or request that the Agency perform, a “for cause” drug screen on any Agency/Registry Healthcare Provider who appears impaired. All drug screens shall be performed at the Agency/Registry or Agency/Registry’s Healthcare Provider’s expense. Agency shall conduct random drug screens on each Agency/Registry Healthcare Provider every two (2) years.
16. **Criminal Background Check: required of all Agency/Registry Healthcare Providers. A criminal background check shall include: (1) NCIC/ACIC outstanding wants and warrants; (2) criminal conviction search in states where applicant most recently worked (one year minimum) not to exceed more than two (2) states; (3) Department of Motor Vehicle search in states where applicant most recently worked (one year minimum) not to exceed more than two (2) states.** ~~Criminal Background Check: required of all Agency/Registry Healthcare Providers. A criminal background check shall include: (1) NCIC/ACIC outstanding wants and warrants search; (2) criminal conviction search in states where applicant most recently worked (one year minimum) not to exceed more than two (2) states; (3) criminal conviction search in states where applicant most recently worked (one year minimum), not to exceed more than two (2) states.~~
 - 16a. Fingerprinting (date submitted): this only applies to Arizona State Law that requires fingerprinting for the following: (1) For Agency/Registry personnel working in pediatric behavioral health units, proof that the Agency/Registry has submitted fingerprints and a criminal history affidavit as required by law, **or** (2) Agency/Registry personnel working in residential care institutions, SNF’s, home health agencies and nursing care institutions, proof that the Agency/Registry has submitted fingerprints and a criminal history affidavit as required by law. If however, an Agency/Registry Healthcare Provider has been fingerprinted by the Arizona Board of Nursing, Agency/Registry shall maintain documentation verifying the Board’s fingerprinting and completion of a criminal history affidavit and put “ASBN” next to “Fingerprinting (date submitted)”. Please note that ASBN fingerprinting only applies to (2) not (1).
 - 16b. Fingerprinting (date results received): this only applies to Arizona State Law that requires fingerprinting for the following: (1) For Agency/Registry personnel working in pediatric behavioral health units, proof that the Agency/Registry has submitted fingerprints and a criminal history affidavit as required by law, **or** (2) Agency/Registry personnel working in residential care institutions, SNF’s, home health agencies and nursing care institutions, proof that the Agency/Registry has submitted fingerprints and a criminal history affidavit as required by law. If however, an Agency/Registry Healthcare Provider has been fingerprinted by the Arizona Board of Nursing, Agency/Registry shall maintain documentation verifying the Board’s fingerprinting and completion of a criminal history affidavit and put “ASBN” next to “Fingerprinting (date submitted)”. Please note that ASBN fingerprinting only applies to (2) not (1).
 - 16c. OIG/Medicare Fraud Search: log on to: <http://exclusions.oig.hhs.gov/search.html> to search for Medicare fraud convictions. To be done upon initial hire; however, should be conducted annually.
17. In-Services: annual in-service training in universal precautions, fire/electrical safety, review of OSHA hazardous waste material documentation, standards for preventing the transmission of tuberculosis in health care facilities and regulations for preventing violence in healthcare facilities.
 - 17a. Continuing Education: not required, but is encouraged.
18. Testing: a passing score of at least 80% on a comprehensive Agency/Registry-administered competency test to show proof of special skills as set forth below. If an Agency/Registry Healthcare Provider scores below 80%, the Agency/Registry may retest one time. If the Agency/Registry Healthcare Provider scores below 80% more than one time, the Agency/Registry must obtain approval from the Participating

Institution e.g. Correctional Health Services, before the assignment of that Agency/Registry Healthcare Provider. The test must include the following skills tests for each classification: (1) Non-specialty RN: medication skills; medical/surgical; (2) RN Specialty: non-specialty RN skills plus specialty medical skills; ventilator care skills, invasive pressure monitoring skills; cardiac arrhythmia determination skills;

Exhibit 4: Profile Verification Sheet (Continued)

neuro-assessment test skills; and chest tube maintenance test skills; (3) Licensed Practical Nurse: medical/surgical skills; medication skills.

19. Population Served (check all applicable): self-explanatory.

20. Agency Name: self-explanatory.

20a. Agency Representative Signature and Date: this individual is taking accountability that all the information on the Profile is accurate.

Tuberculosis Screening Questionnaire

Name Date

Positive TB skin test (PPD) Date: _____

Last Chest X-ray Date: _____

Please indicate if you are having any of the following problems for three to four weeks or longer:

	<u>Yes</u>	<u>No</u>
1. Chronic Cough (greater than 3 weeks)	_____	_____
2. Production of Sputum	_____	_____
3. Blood-Streaked Sputum	_____	_____
4. Unexplained Weight Loss	_____	_____
5. Fever	_____	_____
6. Fatigue/Tiredness	_____	_____
7. Night Sweats	_____	_____
8. Shortness of Breath	_____	_____

NO EVIDENCE OF PULMONARY TUBERCULOSIS OR CONTAGIUM

Date Agency Employee Signature

Date Physician Signature

EXHIBIT 5 ESSENTIAL JOB FUNCTIONS

WORKING TITLE and JOB CODE:

LICENSED PRACTICAL NURSE / Z55312

- 15a. **ESSENTIAL JOB TASKS** are those primary responsibilities that the individual who holds the position must be able to perform unaided or with the assistance of an accommodation. Essential job tasks are those fundamentals to successful performance of the position. Marginal job functions, which may be performed by some incumbents on some occasions, but are incidental to the primary responsibilities of the position, are not considered essential job tasks.

Someone familiar with the position to be filled (i.e. immediate supervisor should carefully complete the following incumbent, etc.). Refer to the position description, or incumbent's performance plan as necessary. If you need clarification or assistance, contact your department's HR liaison or Employment Services Analyst.

- 15b. **IDENTIFY THE ESSENTIAL JOB TASKS** of the position, indicating the percentage of time spent performing each task. Circle the appropriate responses for each task:

Task Letter Code	ESSENTIAL JOB TASKS: Licensed Practical Nurse "DO" (action verb) + "WHAT" (immediate object)	% of time performing	Frequency performed	Does the position exist to perform this task?	Is there insufficient staff available to assist in performing this task?	Does this task require a high degree of specialized skill?
A.	Medication administration-set up, distribution to jail cells	65%	Frequently	YES	YES	YES
B	Respond to emergencies-codes-CPR	5%	Occasionally	YES	YES	YES
C.	Lab procedures: - collect urine specimens - venipuncture – Accucheck	5%	Frequently	YES	YES	YES
D.	Data collection for assessment – V.S., height, weight	5%	Frequently	YES	YES	YES
E.	Performs/assists with treatments and procedures	5%	Frequently	YES	YES	YES
F.	Patient education/patient advocate/counseling	5%	Occasionally	NO	NO	NO
G.	Documentation	5%	Constantly	YES	YES	NO
H.	Attends staff meetings, committees, problem solving, communicates w/co-workers, detention and physician	1%	Frequently	NO	NO	NO
I.	Orders and receives stock supplies and paperwork, stocks work areas	1%	Occasionally	NO	NO	NO
J.	Clerical duties – takes off orders, files, operates computer, assembles charts	5%	Frequently	NO	YES	NO
K.	Operates Biomedical equipment	1%	Frequently	NO	YES	YES
L.	Operates office equipment	1%	Occasionally	NO	NO	NO

(attach additional copies as needed to show all essential job tasks)

EXHIBIT 5 ESSENTIAL JOB FUNCTIONS

15c. **WORK ENVIRONMENT** (check the appropriate box for each environment):

ENVIRONMENT:	Not Applicable	Rarely	Frequently	Constantly
Indoors				X
Outdoors		X		
Above 90 degrees		X		
Below 40 degrees	X			
air-conditioned			X	
Chemicals/fumes		X		
Smoke/dust		X		
wet/damp area		X		
Confined area				X
stairs or ladders			X	
Unprotected heights	X			
high noise level			X	
dim lighting			X	
Bright lighting	X			
Exposure to contagious diseases			X	
other:				

15d. **PHYSICAL ENVIRONMENT** (complete the following for each task):

TASK:	Not Applicable	Indicate the task letter(s) of the corresponding Essential Job Task(s) from section 15b on the preceding page:
Sitting		ACDFGHJKL
Standing		ACDEFGHJKL
Walking		ABCEL
Driving a vehicle	X	
Speaking		ABCDEFHJ
Hearing		ABCDEFHJK
Seeing		ABCDEFGHJKL
Reading		ABCDEFGHIJKL
Distinguishing colors		BCDELK
Bending/kneeling		BEJL
Reaching		ABEJL
Twisting		ABEJL
Climbing		ABL
Crawling		B
Crouching		BEL
Balancing	X	
Wearing protective gear		BCE
Precise dexterity		ACDEKL
Other:		

15e. **SOCIAL ENVIRONMENT** (check the appropriate box for each factor):

FACTOR:	Not Applicable	Rarely	Frequently	Constantly
Emergencies		X		
traumatic subject matter (crime scenes, accidents, etc.)				X
Dangerous environment				X
Interruptions			X	
time pressures			X	
high volume of work			X	
handling multiple or complicated tasks			X	
Unscheduled tasks		X		
Frequently changing tasks				X
Accuracy			X	
decision making				X
Concentration/vigilance			X	
Teamwork			X	
Isolation			X	
working in close physical proximity with others			X	
public contact		X		
overtime/rotating shifts		X		
other:				

15f. **IF LIFTING, CARRYING, PUSHING OR PULLING IS INVOLVED** (complete the following, indicating appropriate distance & weight):

TASK:	Weight	Indicate the task letter(s) of the corresponding Essential Job Task(s) from section 15b on the preceding page:
lifting floor to waist	15 lbs.	IJ
Lifting waist to shoulder	15 lbs.	IJ
lifting shoulder to overhead	NA lbs.	IJ
carrying a distance of: 500 feet	15 lbs.	IJ
pushing or pulling a distance of: 1200 feet	50lbs	AB (med cart w/wheels)
Other:	Lbs.	

The environments described are only representative of how the essential job tasks are currently performed or envisioned. As such, in order to accommodate a disability or limitation, the essential job tasks may be performed in ways other than described on this page.

EXHIBIT 5 ESSENTIAL JOB FUNCTIONS

15g. **IMMUNIZATION & SCREENING REQUIREMENTS** (Check immunizations or health screenings required. For information about whether an immunization is required or optional, contact the Maricopa County Safety Office at 506-8601):

Type of immunization or health screening	Required after job offer made, prior to placement in the position.	Required during employment
Evidence of immunity to measles	X	
Evidence of immunity to rubella	X	
Tuberculosis Screening	X	
Diphtheria-tetanus booster	X	
Color blind testing	X	
HEPA Mask screenings		
Hepatitis B vaccinations	X	
OSHA exams for asbestos		
Other: _Varicella Immunity_____	X	

EXHIBIT 5 ESSENTIAL JOB FUNCTIONS

WORKING TITLE and JOB CODE:

REGISTERED NURSE: N50302

- 15a. **ESSENTIAL JOB TASKS** are those primary responsibilities that the individual who holds the position must be able to perform unaided or with the assistance of an accommodation. Essential job tasks are those fundamentals to successful performance of the position. Marginal job functions, which may be performed by some incumbents on some occasions, but are incidental to the primary responsibilities of the position, are not considered essential job tasks.

Someone familiar with the position to be filled (i.e. immediate supervisor should carefully complete the following incumbent, etc.). Refer to the position description, or incumbent's performance plan as necessary. If you need clarification or assistance, contact your department's HR liaison or Employment Services Analyst.

- 15b. **IDENTIFY THE ESSENTIAL JOB TASKS** of the position, indicating the percentage of time spent performing each task. Circle the appropriate responses for each task:

Task Letter Code	ESSENTIAL JOB TASKS: Registered Nurse "DO" (action verb) + "WHAT" (immediate object)	% of time performing	Frequency performed	Does the position exist to perform this task?	Is there insufficient staff available to assist in performing this task?	Does this Task require a high degree of specialized skill?
A.	Completes basic treatments procedures.	50%	Constantly	YES	YES	YES
B.	Performs CPR and basic first aid: initiates emergency procedures.	1%	Occasionally	NO	NO	YES
C.	Assists provider and nursing staff with maintaining the clinic flow	15%	Constantly	YES	YES	YES
D.	Completes and maintains unit logs and records. Documents information in patient records.	15%	Frequently	YES	YES	YES
E.	Orders supplies/equipment, keeps examination rooms clean and stocked.	10%	Frequently	YES	YES	YES
F.	Uses computer to obtain and enter inmate information. Assigns PID numbers.	5%	Occasionally	NO	YES	NO
G.	Assembles, maintains and disassembles inmate medical records	5%	Occasionally	NO	YES	NO
H.	Takes off provider orders and completes forms and requisitions	5%	Occasionally	NO	YES	NO
I.	Files, pull charts, locate charts	5%	Occasionally	NO	YES	NO
J.	Utilizes FAX, xerox, card making and addressograph machines	5%	Occasionally	NO	NO	NO
K.	Performs venipuncture, prepares specimens maintains lab area	5%	Occasionally	NO	NO	YES
L.		%	Occasionally	NO	NO	NO

(attach additional copies as needed to show all essential job tasks)

EXHIBIT 5 ESSENTIAL JOB FUNCTIONS

15c. **WORK ENVIRONMENT** (check the appropriate box for each environment):

ENVIRONMENT:	Not Applicable	Rarely	Frequently	Constantly
Indoors			X	
Outdoors		X		
Above 90 degrees		X		
Below 40 degrees	X			
air-conditioned			X	
Chemicals/fumes		X		
Smoke/dust		X		
wet/damp area		X		
Confined area				X
stairs or ladders			X	
Unprotected heights	X			
high noise level			X	
dim lighting			X	
Bright lighting	X			
Exposure to contagious diseases			X	
other:				

15d. **PHYSICAL ENVIRONMENT** (complete the following for each task):

TASK:	Not Applicable	Indicate the task letter(s) of the corresponding Essential Job Task(s) from section 15b on the preceding page:
Sitting		ACDFGHJKL
Standing		ACDEFHJKL
Walking		ABCEL
Driving a vehicle	X	
Speaking		ABCDEFHJ
Hearing		ABCDEFHJK
Seeing		ABCEFGHJKL
Reading		ABCEFGJKLL
Distinguishing colors		BCDELK
Bending/kneeling		BEJL
Reaching		ABEJL
Twisting		ABEJL
Climbing		ABL
Crawling		B
Crouching		BEL
Balancing	X	
Wearing protective gear		BCE
Precise dexterity		ACDEKL
Other:		

15e. **SOCIAL ENVIRONMENT** (check the appropriate box for each factor):

FACTOR:	Not Applicable	Rarely	Frequently	Constantly
Emergencies		X		
traumatic subject matter (crime scenes, accidents, etc.)				X
Dangerous environment				X
Interruptions			X	
time pressures			X	
high volume of work			X	
handling multiple or complicated tasks			X	
Unscheduled tasks			X	
Frequently changing tasks			X	
Accuracy			X	
decision making			X	
Concentration/vigilance			X	
Teamwork			X	
Isolation		X		
working in close physical proximity with others			X	
public contact		X		
overtime/rotating shifts		X		
other:				

15f. **IF LIFTING, CARRYING, PUSHING OR PULLING IS INVOLVED** (complete the following, indicating appropriate distance & weight):

TASK:	Weight	Indicate the task letter(s) of the corresponding Essential Job Task(s) from section 15b on the preceding page:
lifting floor to waist	15 lbs.	IJ
Lifting waist to shoulder	15 lbs.	IJ
lifting shoulder to overhead	NA lbs.	
carrying a distance of: 500 feet	15 lbs.	IJ
pushing or pulling a distance of: 1200 feet	50 lbs.	AB (med cart w/wheels)
Other:	Lbs.	

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EXHIBIT 5 ESSENTIAL JOB FUNCTIONS

15g. **IMMUNIZATION & SCREENING REQUIREMENTS** (Check immunizations or health screenings required. For information about whether an immunization is required or optional, contact the Maricopa County Safety Office at 506-8601):

Type of immunization or health screening	Required after job offer made, prior to placement in the position.	Required during employment
Evidence of immunity to measles	X	
Evidence of immunity to rubella	X	
Tuberculosis Screening	X	
Diphtheria-tetanus booster	X	
Color blind testing	X	
HEPA Mask screenings		
Hepatitis B vaccinations	X	
OSHA exams for asbestos		
Other: VARICELLA IMMUNITY _____	X	

Questions duly received and Maricopa county response(s) to those questions

1. Q. Referring to Exhibit 4, (Profile Verification Sheet), item 16 (Criminal Background Check): Item 2 and 3 are identical. Is one of those meant to be a county criminal check? Having built a background compliance company, I would like to conduct county checks on our personnel regardless, as, statistically, counties can be slow in forwarding data to the state. Would this be acceptable? Per FCRA Regulations, we are not allowed to reveal the results of the background check. What types of convictions and what level (i.e. misdemeanor, etc.) would be considered disqualifying crimes?

Same exhibit, re fingerprinting: Who do we submit the fingerprints to and how long will it take until you review the results?

R. Exhibit 4: Profile Verification Sheet #16:

First paragraph/section, noted above w/be amended to read,(current paragraph is replaced as part of Addendum #1):

Criminal Background Check; required of all Agency/Registry Healthcare Providers. A criminal background check shall include: (1) NCIC/ACIC outstanding want s and warrants; (2) criminal conviction search in states where applicant most recently worked (one year minimum) not to exceed more that two (2) states; (3) Department of Motor Vehicle search in states where applicant most recently worked (one year minimum) not to exceed more than two (2) states.

What type of convictions and what level: if convicted of any felony; any misdemeanor within the last 3 years; drug usage; use of marijuana within the last 12 months; use of hard drugs within the last 5 years; in arrears for child support are all disqualifying events.

Fingerprinting: please refer to Exhibit 4: Profile Verification Sheet 16b. If fingerprints are required, please contact the Arizona Department of Public Safety at (602) 223-2874 for an application. It takes approximately 3-5 weeks to be processed. If licensed in the State of Arizona since 1999, fingerprinting has been a requirement for licensure. If coming from a compact state, the licensure requirements for that state apply.

2. Q. There is no area on the pricing sheet to provide overtime billing rates. Do you calculate overtime billing at 1.5 times the standard billing rate?

R. Yes, overtime billing is at 1.5x's. The reverse invoice process will include overtime.

3. Q. If you determine that we will be able to recruit local personnel, or Arizona residents who are in other parts of the country and want to return home, we would not want to bill you at the higher traveler rate (which includes all travel related costs). Will you allow dual pricing?

R. The restriction that precludes recruitment from within Arizona has been removed via addendum. Dual pricing will be allowed in the situation portrayed above. Please modify (contractor to modify) the Pricing Page (Attachment A) to reflect the dual rate. Dual pricing will not be accepted for weekend, shift differentials, etc.

4. Q. For the item descriptions will there be a need to quote Maricopa County an On – Call Rate?

R. There is no need to bid “on-call” rates. Only in an emergency situation would any staff be in an “on-call” status.

5. Q. For the item descriptions will there be a need to quote Maricopa County a call back rate?

R. There is no need to bid “call-back” rates. Only in an emergency situation would any staff be in a “call-back” situation. This does not preclude the employee from being called back in to return keys,

complete key documentation, etc that should have remained/been completed at the CHS facility. No compensation will be provided in this instance to the Traveler.

6. Q. Is there a first file out policy for traveler files that are referred to you from vendors ?
- R. As stated during the Pre-proposal Conference, it is the intention of CHS to award a Primary and then Secondary Award Letters, of which there could be multiple Secondary Awards. Staffing requirements will be faxed to the Primary Awardee first with sufficient time to respond with files and availability. Requirements will then be faxed to all Secondary Awardees simultaneously. Availability/files must then be faxed back to CHS so that there is a “date stamp” for time of arrival. Upon receipt of availability/files, CHS will begin the interview process to determine if the potential candidate is a “good fit”. Selection will be made from that point forward. The definition used by CHS for “first file” is knowing that several agencies may present files on the same candidate, the first agency to present that candidate based upon the type of award letter, will receive the staffing assignment providing supporting documentation, the interview process, etc are complete/successful.
7. Q. For the item descriptions will there be a need to quote Maricopa County shift differentials ?
- R. No – Shift differentials will not be paid to Traveler Personnel.
8. Q. Can you please share what the annual spend was last year in travel nurses?
- R. Travel Nurses have not been used in the past by CHS.
9. Q. Please share what the annual budget and forecasted usage is for the three year contract period?
- R. Projected annual budget is \$4.1M for all Temporary Medical (Traveler, Extended Assignment and Daily Registry). Operational requirements, CHS’ internal recruitment success and Contractor performance are all variables that will preclude giving a definitive response. As stated in the RFP, “it is estimated the CHS will require up to 150 shifts of Licensed Practical Nurses (12 FTEs) and 350 shifts of Registered Nurses (16 FTEs) during a four-week pay period.” Projected budget for the 3-year contract period would be \$12.3M.